AN Impartial State OF THE CASE BETWEEN The Patentee, Annuitants, and Sharers, in the Beech-Oil Company.

Publish'd by the Patentee, as well in Vindication of his own Measures, as for the General Satisfaction of all the concern'd Parties.

LONDON:

Printed in the Year MDCCXVI.

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346.

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AN IMPARTIAL STATE OF The Case between the Patentee, Annuitants, and Sharers, in the Beech-Oil Company, &c.

THE Disappointments of the *Beech-Oil Company* this Year have made abundance of the Sharers peevish; The *natural* Effect of Peevishness is *Clamour*; And *Clamour* like a *Tide* will work it self a Passage, where it has no *Right* of flowing; Some Gentlemen, misled by false Conceptions both of the Affair and its Direction, have driven their Discontent through a mistaken Chanel, and inclin'd abundance who are Strangers to the Truth, to accuse the *Patentee* for Faults, he is not only *absolutely free from*, but by which he is, of all concerned, the *greatest Sufferer*.

If it were the Fashion to weigh *Facts* before Men gave *Opinions*, The dissatisfy'd would have look'd back to the Management of this Business in the *Patentee's Hands only*, They would have done

him the Juſtice to remember, How often he publickly gave Leave to the Jealous to withdraw their Subſcriptions, and paid them back their Money, when *forfeited* by the Conditions 'twas ſubſcrib'd upon; They wou'd remember, that while *He* held the Power, there were no Complaints of *Nonpayment*, tho' the Seaſons were ſuch, as allow'd not a Poſſibility of making a Profit; And thence it would be equitable to conclude, that ſome *other* Reaſon, than the malicious Inſinuations of the Patentee's Enemies, muſt have produc'd their Diſappointment.

But He is not angry with the Angry; He conſiders they muſt take Things, as they hear them repreſented; He governs all his Actions by this General Maxim, *never to be griev'd at a Reproach, unleſs it be a juſt one*; He has long been ſeaſon'd to *Ingratitude itſelf*; and cannot therefore be concern'd at any Thing ſo *natural*, as a little harmleſs *Malice* and the *ſociableneſs* of Scandal.

But he owes the Juſtice of the following Satisfaction to the *Many*, who are *intereſted*, and has publiſh'd This Account, leaſt ſome ſhould not eaſily diſtinguiſh, that the *Bottom*, which they are embark'd upon, is *Sound* and *Good*, notwithſtanding they have made *one loſing Voyage*, by their ſetting out amiſs, and the Unskilfulneſs of Pilots.

After This He ſhall be eaſy, and contented, having done his utmoſt, and ſo given up his Power and Intereſt for the Quiet of the Whole, that he has left Himſelf neither *Claim* nor *Influence*, and cannot therefore be, at all, accountable for future Meaſures; tho' he really thinks it muſt be their own Faults, if they do not take the preſent Opportunity, and ſettle all upon a ſure Foundation.

The Publication of This Sheet is *now* moſt proper, becauſe the Gentlemen concern'd in the Annuities, have taken Steps, which may occaſion different Sentiments, and which require to have all Circumſtances ſet in a True Light, for the avoiding falſe Conjectures, and a General Confuſion: And as there is nothing here aſſerted, but what can at all Times be made appear, by the publick Accounts, and *Minute-Books* of the *Office*; ſo after a ſerious Peruſal of this Sheet, all Perſons, whether *Sharers* or *Annuitants*, will know, what Sentiments they ought to entertain upon the Matter.

In *October* 1713, the Patentee procur'd a Grant for fourteen Years to Him and his Aſſigns for the *Beech-Oil Invention.*

Anno 1714, He made, and publiſh'd Propoſals for taking a Subſcription of *Twenty Thouſand Pounds* upon the following Conditions;

That every Subſcriber ſhould receive, by half-yearly Payments at *Lady-Day* and *Michaelmas*, during the Continuance of the Patent from *Lady-Day* 1715, incluſive, an Annuity amounting to 50 *l. per Cent.* for any Sum ſubſcrib'd, excepting a Deduction for the Payment of the Directors.

That *nine* Directors ſhould be choſen on *Midſummer-Day*, who ſhould receive Complaints, upon Nonpayment of Annuities; And, in ſuch Caſe, upon Refuſal, any *five* of the *nine* Directors had Power to meet, and chuſe a *Governor* from among themſelves, enrolling that Choice in Chancery, together with the Reaſons for it.

That after such Choice and Enrollment the Patentee shou'd stand absolutely *excluded*, The Business be carried on, and all Right of the Grant be vested (not as a *Mortgage*, but as a *Sale* without Redemption) in the Governor so chosen, for the joint Advantage of the Annuitants, in Proportion to their several Interests.

As a *Security* for making good the Articles, the Patentee did by Indenture, enroll'd in Chancery, assign and make over his Patent to Trustees, in the Indenture nam'd, for the Uses abovementioned.

A Book was open'd upon these Proposals, and the Subscription for the Twenty Thousand Pounds demanded being fill'd, the nine Directors following were chosen at a General Meeting, upon Notice in the Publick Papers; *David Kennedy*, *Francis Pemberton*, *John Perry*, *John Waller*, *Thomas Boteler*, Esqrs. Mr. *George Stead*, Mr. *Charles Lechmere*, Mr. *John Maxwell*, and Mr. *Joseph Studley*.

Some of the Annuitants soon after This became uneasy, because they saw not the expected Preparations made for carrying on the Business; Upon which the Patentee immediately in Writing made the following Offer, that since, That Year (1714) no *Mast* was likely to be got, and that therefore some People might be fearful of a *Loss*, He was willing to pay back to every Man the Sum He had subscrib'd, and leave them free from any Obligation.

Accordingly, to Those, who took him at his Word, he paid their Money back; And They being much about a fourth Part of the Whole, the

Patent remain'd ſtill charg'd with the Annuities, but with this Difference, that they now amounted to no more than *ſeven thouſand five hundred Pounds per Annum* of the original *ten thouſand.*

This unexpected Offer gave the Reſt of the Annuitants ſo juſt a Notion of the Patentee's good Meaning, that they reſolv'd to make no Oppoſition to his future Meaſures, but on the contrary gave Great Encouragement to the Propoſals which he publiſh'd afterwards for eſtabliſhing a *Company*, by ſelling out five thouſand Shares at five Guineas apeice to be paid *as Purchaſe-Money*, and forty Pounds *per* Share to be call'd in by twenty-four Directors of the Company's own chuſing, *as a Stock* to carry on the Buſineſs.

The Annuitants *did wiſely* to promote the Proſpect of a *Company*, becauſe their Intereſt lay in a ſecure, and conſtant Payment of their Claims, which would be viſibly ſupported by it, ſince the Patentee did, both in his enroll'd Deed, and printed Books for taking in theſe Sharers, publickly declare, not only that the Patent had been charged before, and was made ſubject to the yearly Payment of ſeven Thouſand five hundred Pounds to certain Annuitants, but he alſo enroll'd in Chancery, and publiſh'd in Print the *very Names* of thoſe Annuitants, and the ſeveral *Sums* they were entitled to; And, not only ſo, but abſolutely and openly declared in the Preamble to his Deed, and printed Articles (to which the Reader is referr'd) That the eſtabliſhing a *Company* was chiefly deſign'd, as a ſecurer Means for making Good the Payment of thoſe very Annuities, and, to that End, the *Shares* (as a *Condition* of their Purchaſe) were charg'd with Payment of *thirty Shillings per Annum Each*; ſo that the Sharers can-

not ſay the Patentee *deceiv'd* them, or that the Annuitants *conceal'd* their *Claim*, ſince nothing was more generally known, or could have been declared more openly.

Another Inducement to the Annuitants, for coming into the Deſign of a *Company*, was, that the Patentee did voluntarily promiſe to engage his Intereſt that as many of the Annuitants, as were conſiderably intereſted, ſhou'd be always choſen among the 24 Directors of the *Company*, and they *were* ſo choſen.

In the mean Time the firſt half Yearly Payment to the Annuitants, amounting to *three thouſand ſeven hundred and fifty Pounds*, became due, and the Company not being yet compleated, the Patentee himſelf diſcharg'd it, and has never reckon'd That Sum to the Account between *Him* and the *Company*, which he *might have done* by Virtue of the Articles, on which he gave Admiſſion to the Sharers.

At *Michaelmas* 1715 another Payment became due to the Annuitants, at which Time the Company were at extravagant weekly Charges in the Parks and Foreſts, where their Superviſors had employ'd vaſt Numbers of Workmen in gathering Maſt (made doubly tedious and expenſive by the Wetneſs of the Seaſon) They were alſo very much perplex'd by the Nonpayment of a great deal of Money due upon the Shares, notwithſtanding they had publiſh'd many Advertiſements for calling it in; inſomuch that out of twenty thouſand Pounds, which ſhou'd, long before, have been paid in, They had not then receiv'd above fifteen thouſand ſeven hundred Pounds, into which was reckon'd a great deal, due from the *Board of Directors themſelves*, which

which was look'd upon, as ready at a Minute's Warning, tho' the moſt Part of it is, by ſome Means or other, behind Hand, to this Day.

About this Time the Patentee obſerv'd what future Difficulties might ariſe in paying the Annuities, and brought an Offer to the Board for uniting Sharers, and Annuitants, in *One general Body*.

For the better Explanation of this Scheme, it will be neceſſary to obſerve, that while the Shares were ſelling, he grew apprehenſive, that the Seaſon wou'd be paſt, before the *forty Pounds per Share*, they were to furniſh by the Articles, cou'd be contributed, He therefore gave up voluntarily and for the general Good, twenty thouſand Pounds of his own twenty five thouſand Guineas Purchaſe Money, as a *Loan* to the *Company*, till the Expiration of the Patent, after which it was again to be made good to Him, or his Aſſigns; And this Money ſo lent by the Patentee, is all the Stock, that ever has been hitherto employ'd by the Company.

His Scheme propos'd the paying back a Guinea *per* Share to the Owners of a thouſand Shares, who had not comply'd with the Calls for the other four Guineas, that ſo they might be excluded from any Pretence of Right, and the thouſand Shares might thereby remain at the Company's Diſpoſal.

He further propos'd that thoſe thouſand Shares ſhould be divided among the *Annuitants*, which together with three thouſand ſeven hundred and fifty Pounds they had receiv'd at *Lady-Day* 1715, and three thouſand ſeven hundred and fifty Pounds *more*, which muſt *then* be *paid*, as being due at *Michaelmas* the ſame Year, wou'd in the whole amount to about Eighty Pounds for every Hun-

dred they had paid, to purchaſe their Annuities.

But becauſe, unleſs their *Principal* could be made Good, the probable Profit of one Thouſand Shares would be no *Equivalent* for the Exchange of their Annuities; He therefore offer'd, that on Condition the Annuitants would quit their Warrants, and unite on the foregoing Articles in one Body with the Sharers, He would, as a further Inducement, make over to the ſaid Annuitants his Right in Reverſion to ten thouſand eight hundred and ſeventy five Pounds, which the Stock was then reduced to, and which the Company, or their Directors having actually in their Poſſeſſion and deſigning to make uſe of, were oblig'd to ſee *repaid* the *Lender*.

The Annuitants conſidering that the Patentee muſt certainly believe the Shares would bring in no ſmall Profit, or he would not ſo have given away, upon Pretence of General Benefit, a Sum of twenty thouſand Pounds, which was effectually, and beyond all Controverſy, his *peculiar Property*, conſented, (all but 5 or 6) to the Exchange propos'd, and gave their Warrants up in Truſt to Mr. *Kennedy*'s Poſſeſſion, as a proper Perſon to ſee the Articles *made good*, He being at the ſame Time a *Director* for the *Annuitants*, and for the *Company*.

Mr. *Kennedy* did indeed receive and divide the three thouſand ſeven hundred and fifty Pounds then due to the Annuitants, as alſo the thouſand Shares above-mention'd were put into his Hands. But he affirms, and ſo do all the Reſt of the Annuitants, that the main Condition of the Exchange, *viz.* a *Reverſionary Security* for the ten thouſand eight hundred and ſeventy five Pounds, which

which the Patentee had ſent the Company, and which was then in their Cheſt, was ſo far from being comply'd with, that no Kind of Deed on the Part of the Company, or their Directors, has ever yet been offer'd the Annuitants, but, on the contrary, The ten thouſand eight hundred and ſeventy five Pounds is abſolutely *loſt* or *ſpent*, and not in Being, for Benefit of either *Patentee*, *Annuitants*, or *Sharers*.

Where to lay the *Blame* of this Omiſſion, cannot be determin'd eaſily. But as for that Part of the Agreement, which depended on the *Patentee*, He has, long ſince, put the Annuitants in Poſſeſſion of his Right in Reverſion to the Stock, by a Deed, which is enroll'd in Chancery; He has alſo enter'd into Bond under Penalty of fifteen Thouſand Pounds (which Bond lies now in Mr. *Kennedy*'s Hands) to indemnify the Company againſt all future Payments, on Account of the Annuities, which Bond becomes of Force immediately, upon their full Performance of the Articles propos'd, and *ſecuring* to the Annuitants the *Stock*, which was the Chief *Condition* and *Equivalent* for the Exchange, and which the Company's Directors cannot deny but they *Then* had in their Poſſeſſion.

But inſtead of making good the above-mention'd conditional Covenant, the Board proceeded to unneceſſary *Warmth*, and found themſelves involv'd, ſtill more and more, in *Animoſities*, and thoſe Irregularities, which naturally follow groundleſs Controverſy.

About *Chriſtmas laſt* the Patentee complaining, that miſtaken Picques and Jealouſies produc'd Confuſion, and foretelling, they would prove

pernicious

pernicious to the general Benefit, in which he has not been at all deceiv'd, informed the Board what Apprehenſions he lay under, and told them, that becauſe he found the Hopes of moſt Directors cooling, and did really *Himſelf* believe that nothing could be made of the Buſineſs this Year, under all its Diſappointments, but by Means *uncommon*, and not *manageable* by a *Number*, He would therefore take upon Himſelf the *Hazard* and the *Power* of the whole Affair, accountable however to the Board, *as to the Money Part*; and yet would bind himſelf to pay, for three Years to come, a *Profit of forty Shillings per Annum upon every Share*, and then deliver back the Buſineſs to the *General Care*, above the Reach of future Diſappointments.

What Reaſons the Gentlemen might have to refuſe ſo inviting an Offer is beſt known to themſelves; But they abſolutely rejected That Part of it, which was to fix the Sole Power of Management in the Patentee. Upon which, and many other Provocations afterward, becoming more and more *diſſatisfy'd*, He thought it Time to demand Repayment of five Hundred Pounds, which he had lent the Company; as he had ſeveral other Sums before; and not receiving it, but, on the contrary, being deny'd ſo much as an *Acknowledgment*, that it was *due*, withdrew Himſelf entirely from the Board, and left them to their Meaſures.

Too many *little Piques* got Ground among them; And thoſe *particular* Diſputes could never ſquare with the Advantage of the *whole*; mean while the Payment of Annuities was totally neglected, and yet the Chief *Condition* of Exchange ſtill *unperform'd*, upon which the Annuitants withdrawing themſelves gradually from the Company's Directors,

rectors, have declin'd from That Time forward to join Measures with them.

The Patentee is unacquainted with what Steps have since been taken, but has Reason to believe, they were, if not *illegal*, yet too *arbitrary* and *imprudent*; and by no Means answering to the *Articles*, on which they *were to be a Company.*

However, the Annuitants from Time to Time with no small Difficulty, influenc'd by the Entreaties of the *Patentee*, were willing to expect with Patience, when a Change wou'd happen in their Favour; But found themselves at last reduc'd to a Necessity of taking Steps they had frequently been dissuaded from; For a Bill has been exhibited in *Chancery* by some hot-headed Annuitants, in Prejudice to *Them*, as the *Directors of That Body*, wherein these Gentlemen's Conduct in Respect to the Scheme above-mention'd is set forth as *Combination* with the *Patentee* and *Company*, to shut out and defraud the Rest of the *Annuitants*; who did therefore upon false Allegations, and with ill-grounded Malice, and Reflection, beg, a Remedy in Equity against their own Directors, whom they mistakingly, believ'd to have *absolutely*, instead of *conditionally*, cancell'd their Annuities.

Upon This they found themselves obliged to exert their Power and chuse a *Governor*, that they might take Possession of the Patent by Priority of Right, and virtue of the Articles on which they paid the Purchase-Money of their Annuities; since which Nomination of a Governor, who is the abovementioned *David Kennedy* Esq; they are, strictly speaking, under no legal Obligation to admit the Company of *Sharers* into any *Profit*, or to consider them as interested in the least, or having

Concern with them, ſince they have plainly forfeited all *Right*, by their Neglect, for above a Year paſt, to pay them their Annuities, tho' it was *in Conſideration of thoſe Payments only*, that they became *entitled* to the Shares they claim by.

Notwithſtanding which, the Patentee has reaſon to believe from the aſſurances of ſeveral of their Directors, that they will, upon a Conference with the Directors of the *Company*, in Regard to the great Number of Purchaſers, in Poſſeſſion of *Shares*, many of whom became concerned by the Annuitants Influence and Perſwaſion, and as they have in View a *likely*, if not *infallible*, Means of raiſing the Undertaking to a fix'd, and profitable Eſtabliſhment, conſent to ſome Agreement for a *Union*, and receive the *Sharers* to an equal Portion in the Power and Profit, that ſo all Clamours and Diſſatisfaction ceaſing, the Affair may henceforth be carried on with Profit by *One general and well govern'd Body*.

As a Preliminary to this wiſh'd for Union, the Patentee, reſolving never to obſtruct, or be a Means of Hinderance, does, with all poſſible Readineſs, conſent to give up, whatever Right or Claim, by virtue of his Title to a *twentieth Part*, *Directorſhip*, or *otherwiſe*, he may have, either among *Annuitants*, or *Sharers*; and contents himſelf to hope, they will not let him loſe his Benefit, by ſubmitting his Demands to their Diſpoſal.

2dly. The Annuitants, having already in their Poſſeſſion *one thouſand Shares* of the Company's *five thouſand*, by virtue of the Scheme aforemention'd, will, 'tis hop'd, be perſwaded to keep and accept thoſe Shares in Diſcharge of ſeven thouſand five hundred Pounds now due in *Arrear* on their Annuities,

nuities, the Original value of those Shares being five thousand Guineas.

3dly. If after this the Annuitants will turn their fifteen thousand Pounds *Stock* into *three thousand Shares*, to be added to their *one thousand*, and make a Number equal to those in the Hands of the Company (to which End all old Shares may be called in, and Eight thousand new ones made and given out, under a publick Seal (first procuring a *Charter*) the Annuitants and the Sharers will be equally interested in the Patent, and may henceforth become *one Company* with a Joint-Stock of *forty thousand Pounds*, after which (as is well known to many among them) there are immediate Measures to be taken, as well for raising Money without burthening the Sharers, as for making *sure* the Profits of the Undertaking.

4thly. As 'tis probable, that the Annuitants having only *nine Directors*, will never consent to admit of *four and twenty*, so the smaller Number seems most proper, and less liable to tumult and rash Councels. Therefore it were to be wish'd, that the Sharers, on one Side, wou'd be satisfy'd with *nine* Managers, and the Annuitants, on the other Hand, permit *those nine* to be chosen by a majority of votes from the whole, so united as above, instead of keeping strictly to their Privilege, and taking votes from *their own Body only*.

There can be no Bar to such a Happy End of their Confusions, but the want of Inclination in *themselves*, since it is easy to resolve upon a Change so equitable every way, or to find out *some other*, which may please them better, by deputing Power on each side, to a *Committee*, for consulting on that Head.

Thus

Thus at the same Time have I offered my *Defence*, and my *Opinion*: By the *first* I am sure I shall be acquitted from all *Imputation*; and confirmed in the good Thoughts of the Concern'd on either Side, who will know for the future, what Attention they should give to idle Reflections and the Falshood of Rumour; And from the *Last*, I have Hopes that a Plan may be drawn, which will settle, at once, all disputed Pretensions and restore That fair Prospect of Advantage, which the open Experience of last Year's Success (indifferent as it was) has demonstrated to be a View, that was no way Chimerical.

But, if, notwithstanding the *Advice* I have *given*, and the *Interest* I have *quitted*, for the General Benefit: The *Influencers* of *future Measures* shall continue to distract the Affair, and keep back the wish'd Profit: I can only declare, *in this Manner*, that I shall be heartily *griev'd* at it, and I hope all the Sharers will do me the Justice, to acknowledge, that *it is not my Fault*. They may know how to judge of Malicious Insinuations to my Prejudice by *This one most scandalous Example* which has been given, by the Endeavours of some to perswade the Out-sharers, that I have made an Extravagant *Profit* from the *Losses* of the Adventurers. Whereas, on the contrary, out of *twenty five thousand Guineas*, which was the whole I *should* have receiv'd, by the *sale* of the *Shares*, I have given up *twenty thousand Pounds* to the Use of the Company, and to the Annuitants afterward; and *three thousand seven hundred and fifty Pounds more*, I paid to the Annuitants at *Ladyday*, 1715, on the Company's account; and have never demanded it again, in Consideration of their Disappointments the first Year.

So

So that it plainly appears, that, out of *twenty five thousand Guineas*, I have *given away*, in two Articles only, *twenty three thousand seven hundred and fifty Pounds*, for the Publick Advantage. And I can easily prove that the little Remainder has been short of making Good the Charges I have been at, for their Service: By which means I am not one Farthing a Gainer by the *Company*, notwithstanding the Clamour and Malice of some Unthinking Adventurers: And for the Truth of all This, I appeal to their own *Office-Books*, and defie the most Angry among them to deny any Article of it. See then, what a *Grateful*, and *Generous* Encouragement may be expected, by Men, who wou'd dedicate their Labours to the Profit of Others.

November the 30th. 1716.

A. HILL.

FINIS.